

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----x

10-CV-4165 (ADS)(ETB)

JOHN T. CORPAC, an individual; on behalf  
of himself and all others similarly situated,

Plaintiffs

-against-

ATTORNEY AFFIRMATION

RUBIN & ROTHMAN, LLC, a New York  
Limited Liability Company; and JOHN AND  
JANE DOES NUMBERS 1 through 25,

Defendants

-----x

ROBERT L. ARLEO, an attorney duly admitted to practice law in the State of New York and  
in the United States District Court for the Eastern District of New York, hereby affirms the  
underlying to be true under the penalties of perjury.

1. I am a counsel of record for the Rubin & Rothman, LLC, the Defendant named in  
the above-entitled matter.

2. In submit the herein affirmation in conjunction with the reply to the opposition  
papers submitted by objector Patrick Sejour that there exists a conflict of interest between  
attorney William F. Horn, attorney for the Plaintiff, and myself.

3. At no time did I ever state to Mr. Horn that I would withdraw from our other pending class action cases. I simply unilaterally filed notices thereof (which have since been retracted.)

4. My statements at the Fairness Hearing which occurred on June 25, 2012, in regard to arms-length dealings with Plaintiff's counsel William F. Horn, concerned my dealings with him after I entered my notice of appearance in this action. Nothing in my statement was meant to convey that I ever engaged in arms-length settlement discussions with Mr. Horn.

5. Attorney Brian Bromberg has alleged in this action that I have engaged in activities in another FDCPA class action lawsuit whereby I provided an improper "payoff" to the class representatives in said action. Attorney Bromberg has no evidence whatsoever to support this false allegation.

6. This Court has directed attorney William Horn to show cause why he should not be referred for attorney discipline in regard to his allegation that Objector counsels Brian Bromberg and Matthew Schedler are engaged in an agreement which constitutes a "kickback." (I again advise this Court that I do not join Mr. Horn in regard to his "kickback" allegation.)

7. Attached hereto as Exhibit "A" are copies of various internet writings which demonstrate that references to "kickbacks" and "payoffs" are used interchangeably.

DATED: New York, New York  
September 7, 2012

/s/ Robert L. Arleo  
ROBERT L. ARLEO